

STATE OF CONNECTICUT

DOCKET NO.: [REDACTED] : SUPERIOR COURT
[REDACTED] : J.D. OF NEW BRITAIN
v. : AT [REDACTED]
[REDACTED] : [REDACTED]

QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS, this Court has jurisdiction over plaintiff and defendant and the subject matter of this Order; and

WHEREAS, plaintiff, defendant, and the Court intend that this Order shall be a Qualified Domestic Relations Order ("QDRO") in accordance with Section 414(p)(11) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, this Order creates and recognizes the existence of Alternate Payee's right to receive a portion of Participant's benefit under the Plan, as those benefits become due and payable under the terms of the Plan, and is entered pursuant to the authority granted under the applicable domestic relations laws of the State of Connecticut, as they relate to the provision of marital property rights and further, pursuant to the State Employees Retirement Act ("SERA"), Chapter 66 of the Connecticut General Statutes; and

WHEREAS, plaintiff and defendant have stipulated that the Court shall enter this Order;

NOW THEREFORE, this Order shall be entered pursuant to the Dissolution of Marriage Judgment signed and entered by the Court on [REDACTED]

STATEMENT OF FACTS FOR COURT ORDERED ASSIGNMENT OF RETIREMENT BENEFITS:

A. Parties/Plan Information

1. Member Information: Member is [REDACTED]

2. Alternate Payee Information: Alternate Payee is [REDACTED]
[REDACTED] Alternate Payee shall inform the retirement plan of all changes of address. Alternate Payee acknowledges that failure to inform the retirement plan of a change of address may result in loss of benefits.

3. Plan Name: The Plan is the Connecticut State Employees Retirement System ("SERS")



4. Plan Administrator: The Plan is administered by the State Employees Retirement Commission. This Order shall be served upon the State Retirement and Benefit Services Division, Office of the State Comptroller, 55 Elm Street, Hartford, CT 06106.

5. Marriage Information: Alternate Payee and Participant were married on [REDACTED]. Dissolution of their marriage was granted on [REDACTED].

B. Benefit Information

1. Agreement to Plan Provisions: The parties agree and acknowledge that benefits to Alternate Payee will commence at such time as Member retires and begins to receive monthly benefit payments from the Plan. Benefit payments to Alternate Payee will cease upon the death of Member, unless otherwise provided by an optional payment plan selected by Member at retirement and referred to in Paragraph 5 below. By reason of the decree dissolving the marriage of the parties, Alternate Payee has become the former spouse of Member and cannot and shall not be treated as the spouse or surviving spouse of Member under the provisions of the Plan. All interest in and to the remaining plan benefits shall remain and belong to Member.

2. Benefit Amount (Distribution Period): This Order assigns to Alternate Payee an amount equal to 50% of Member's monthly retirement benefit payment accrued as of [REDACTED]. This has been determined by the Plan Administrator to be \$[REDACTED], 50% of which is \$[REDACTED]. This amount reflects a straight life annuity benefit without a survivor option and assumes that Member would commence benefits at his normal retirement date. Alternate Payee's benefit will be actuarially reduced if Member takes an early retirement or if benefits commence prior to Member's attainment of his normal retirement age.

3. COLAs: Alternate Payee shall be entitled to a pro-rata share of Member's cost-of-living adjustments (COLA), if a COLA will apply to Member's monthly benefit. To determine Alternate Payee's share of the COLA, the following calculation shall be applied: Alternate Payee's monthly amount shall be divided by Member's total monthly benefit at retirement. The resulting percentage shall be Alternate Payee's pro-rata share of the COLA.

4. Duration of Benefit: Distribution of benefits to Alternate Payee shall commence at such time as Member retires and begins to receive monthly benefit payments from the Plan. Benefits shall normally be paid to Alternate Payee by check sent out on the last business day of each month or on a date specified by statute. Distribution of monthly benefits provided under this Order to Alternate Payee shall terminate upon the death of Member, except as provided in Paragraph 5 below.

5. Benefit Payment Option (Survivor Option): At the time of retirement, Member shall elect a 100% survivor annuity naming Alternate Payee as the contingent annuitant. Alternate Payee's benefit will be actuarially reduced if Member makes this election. If Member is not permitted to make this election because a then current spouse withholds consent required by the Plan, Alternate Payee's benefits will not be actuarially reduced. The parties acknowledge that notwithstanding the option selected in this Paragraph, the statutes governing SERS require that a member provide his or her current spouse with a lifetime benefit unless the current spouse waives his or her right to the benefit. The parties further understand that at the time of retirement,

if Member selects an option factor listing the Alternate Payee as the contingent annuitant, the selection must be signed off by the current spouse. If the current spouse does not sign off on the required option selection the Plan cannot enforce the option contained in this Paragraph.

6. Contributions and Distributions: Accrued benefits shall include all Member contributions (if applicable) with credited interest. In the event that a lump sum amount regarding Member's contributions is available for distribution as a result of the Member's death, withdrawal from service, or retirement, Alternate Payee will retain a 50% interest in Member's account balances as of [REDACTED] with any credited interest that may have been earned on such balances. However, Member is barred from requesting a refund of contributions upon withdrawal from service without Alternate Payee's consent.

7. Disability Retirement. The parties agree that this Order applies to post-dissolution disability retirement benefits and SERS is directed to pay Alternate Payee the amount as provided in Section B, Paragraph 2 Benefit Amount (Distribution Period). The parties understand that a disability retirement benefit may be offset by receipt of a social security disability award or workers compensation benefit substantially reducing or even eliminating the initial benefit. The parties understand that the monthly payment under a disability retirement may fluctuate based upon the receipt of Member of the aforementioned offsets and that Alternate Payee's and Member's total monthly retirement benefit payment may be adjusted in accordance with statutory offsets and plan provisions.

C. Additional Requirements

1. Required Statements and Consent: Member and Alternate Payee shall execute all documents necessary to provide and secure Alternate Payee's benefits as ordered hereunder. Alternate Payee agrees to provide the Division with all documents that may be necessary to effectuate payment of the benefit.

2. Taxes: Member and Alternate Payee shall be separately responsible for income taxes attributable to payments received by each of them from the Plan. The taxable portion and basis will be prorated to each respective recipient.

3. Member Benefit Information: In response to a reasonable request by Alternative Payee, SERS is hereby authorized to release information about Member's account, including but not limited to annual statements, benefit estimates, Member's election of benefit option, and Member's designation of beneficiary or contingent annuitant, to Alternate Payee without the consent of Member. The parties note that much of this information may be disclosed by SERS in response to a Freedom of Information request.

4. Plan Not Required: The parties agree and acknowledge that this Order does not require the Plan to:

- (a) Provide any type or form of benefit, or any option that is not otherwise provided under the provisions of the Plan; and/or
- (b) Provide increased benefits; and/or



- (c) Make payment of benefits to Alternate Payee that is required to be paid to any other alternate payee under an existing or previous Order.

5. Jurisdiction: The Court retains jurisdiction to amend this Order only for the purposes of establishing or maintaining its validity and enforceability under the Plan and for establishing or maintaining its qualification as a Qualified Domestic Relations Order as defined in Internal Revenue Code section 414(p)(11) and relevant State statutes.

6. Certified Copy: A court certified copy of this Order shall be mailed to the Plan Administrator. It will be the responsibility of the plaintiff to obtain and submit such an order to the Plan as soon as reasonably possible after the Court has approved said order. It is acknowledged by the parties that the Plan cannot and will not make any payments to the Alternate Payee unless it receives and formally accepts a certified copy of the Order and furthermore, the Plan has no responsibility to obtain such a certified copy.

7. No Retroactive Payment: The parties understand and agree that pursuant to Paragraph 6 above, the Plan will only make payments to Alternate Payee upon receipt of a certified order. If the Plan receives the certified order after Member has entered pay status, it will not make retroactive payment(s) of any type to Alternate Payee. Payment to Alternate Payee is only made on a prospective basis upon receipt of the certified order.

Accepted by:

[Redacted Signature] [Redacted Signature]
[Redacted] Date

[Redacted Signature] [Redacted Signature]
[Redacted] Date

[Redacted Signature]
Date

BY ORDER OF THE COURT
[Redacted Signature]
Judge

[Redacted]

Addendum to Qualified Domestic Relations Order

Participant:

- Name: [REDACTED]
- Date of Birth: [REDACTED]
- Social Security Number: [REDACTED]
- Current Address: [REDACTED]

Alternate Payee:

- Name: [REDACTED]
- Date of Birth: [REDACTED]
- Social Security Number: [REDACTED]
- Current Address: [REDACTED]

